



# TATE OF UTAH CONTRAC'

CONTRACT NUMBER: \_\_\_\_\_

02 6378

1. CONTRACTING PARTIES: This contract is between the following Agency of the State of Utah:

Department of Transportation      810      Central Maintenance  
Agency Name      Agency Code      Division

referred to as STATE and the following:

CONTRACTOR: Ecallogv

LEGAL STATUS OF CONTRACTOR

Name

Sole Proprietor

125 West Burton Ave

Non-Profit Corporation

Address

X

For-Profit Corporation

Salt Lake City

UT

84115-2610

Partnership

City

State

Zip Code

Government Agency

~~Victor Romero~~ *Bill Romero*

810 463-1035

Contact Person

Phone Number

870661191

92225A

95670000000

Federal ID#

Vendor Number

Commodity Code(s)

2. CONTRACT TYPE AND PURPOSE:

Requirements Contract to provide assistance to UDOT's Maintenance Planning Division with Statewide Customer Satisfaction Surveys.

3. PROCUREMENT: This contract is entered into as a result of an approved sole source procurement. Sole Source

MH#027

Approval

Requisition # 810 16000000272, FY 2002

4. CONTRACT PERIOD: Effective date: 12/01/2001 Termination date: 11/30/2004, unless terminated early or extended in accordance with the terms of this contract. Renewal Options (if any): Three one-year

5. CONTRACT COSTS: CONTRACTOR will be paid a maximum of: \$ 61,650.00 for costs authorized by this contract.

6. ATTACHMENT A: Division of Purchasing's Standard Terms and Conditions.

ATTACHMENT B: Scope of Work.

ATTACHMENT C: Special Terms & Conditions

Any conflicts between Attachment A and other Attachment- will be resolved in favor of Attachment A.

7. DOCUMENTS INCORPORATED INTO THIS CONTRACT BY REFERENCE BUT NOT ATTACHED:

A. All other governmental laws, regulations or actions applicable to the goods and/or services authorized by this Contract.

B. Utah State Procurement Code and Procurement Rules.

MH1027

05/22/01

IN WITNESS WHEREOF, the parties sign and cause this contract to be executed.

CONTRACTOR

STATE OF UTAH

Contractor's Signature

David K. Miles Operation Engineer.

Contractor's Name

Division of Purchasing

Title

Division of Finance

CONTRACT RECEIVED  
PROCESSED BY  
DIVISION OF FINANCE

Denice McCarthy

(801) 965-4068

(801) 965-4073

Agency Contact Person

Telephone Number

Fax Number

ENT'D FEB 25 2005

JUN 17 2005

Revision date: 11/1/2000

## ATTACHMENT A: STANDARD TERMS AND CONDITIONS

1. **AUTHORITY:** Provisions of this contract are pursuant to the authority set forth in 63-56, Utah Code Annotated, 1953, as amended, Utah State Procurement Rules (Utah Administrative Code Section R33), and related statutes which permit the STATE to purchase certain specified services, and other approved purchases for the STATE.
2. **CONTRACT JURISDICTION, CHOICE OF LAW, AND VENUE:** The provisions of this contract shall be governed by the laws of the State of Utah. The parties will submit to the jurisdiction of the courts of the State of Utah for any dispute arising out of this Contract or the breach thereof. Venue shall be in Salt Lake City, in the Third Judicial District Court for Salt Lake County.
3. **LAWS AND REGULATIONS:** Any and all supplies, services and equipment furnished will comply fully with all applicable Federal and State laws and regulations.
4. **RECORDS ADMINISTRATION:** The CONTRACTOR shall maintain, or supervise the maintenance of all records necessary to properly account for the payments made to the CONTRACTOR for costs authorized by this contract. These records shall be retained by the CONTRACTOR for at least four years after the contract terminates, or until all audits initiated within the four years, have been completed, whichever is later. The CONTRACTOR agrees to allow STATE and Federal auditors, and STATE Agency Staff, access to all the records to this contract, for audit and inspection, and monitoring of services. Such access will be during normal business hours, or by appointment.
5. **CONFLICT OF INTEREST:** CONTRACTOR represents that none of its officers or employees are officers or employees of the State of Utah, unless disclosure has been made in accordance with 67-16-8, Utah Code Annotated, 1953, as amended.
6. **CONTRACTOR, AN INDEPENDENT CONTRACTOR:** The CONTRACTOR shall be an independent contractor, and as such, shall have no authorization, express or implied, to bind the STATE to any agreements, settlements, liability, or understanding whatsoever, and agrees not to perform any acts as agent for the STATE, except as herein expressly set forth. Compensation stated herein shall be the total amount payable to the CONTRACTOR by the STATE. The CONTRACTOR shall be responsible for the payment of all income tax and social security amounts due as a result of payments received from the STATE for these contract services. Persons employed by the STATE and acting under the direction of the STATE shall not be deemed to be employees or agents of the CONTRACTOR.
7. **INDEMNITY CLAUSE:** The CONTRACTOR agrees to indemnify, save harmless, and release the STATE OF UTAH, and all its officers, agents, volunteers, and employees from and against any and all loss, damages, injury, liability, suits, and proceedings arising out of the performance of this contract which are caused in whole or in part by the negligence of the CONTRACTOR'S officers, agents, volunteers, or employees, but not for claims arising from the State's sole negligence.
8. **EQUAL OPPORTUNITY CLAUSE:** The CONTRACTOR agrees to abide by the provisions of Title VI and VII of the Civil Rights Act of 1964 (42USC 2000e) which prohibits discrimination against any employee or applicant for employment or any applicant or recipient of services, on the basis of race, religion, color, or national origin; and further agrees to abide by Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; 45 CFR 90 which prohibits discrimination on the basis of age; and Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990 which prohibits discrimination on the basis of disabilities. Also, the CONTRACTOR agrees to abide by Utah's Executive Order, dated March 17, 1993, which prohibits sexual harassment in the work place.
9. **SEPARABILITY CLAUSE:** A declaration by any court, or any other binding legal source, that any provision of this contract is illegal and void shall not affect the legality and enforceability of any other provision of this contract, unless the provisions are mutually dependent.
10. **RENEGOTIATION OR MODIFICATIONS:** This contract may be amended, modified, or supplemented only by written amendment to the contract, executed by the parties hereto, and attached to the original signed copy of the contract.
11. **DEBARMENT:** The CONTRACTOR certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract), by any governmental department or agency. If the CONTRACTOR cannot certify this statement, attach a written explanation for review by the STATE.
12. **TERMINATION:** Unless otherwise stated in the Special Terms and Conditions, this contract may be terminated, with cause by either party, in advance of the specified termination date, upon written notice being given by the other party. The party in violation will be given ten (10) working days after notification to correct and cease the violations, after which the contract may be terminated for cause. This contract may be terminated without cause, in advance of the specified expiration date, by either party, upon 90 days prior written notice being given the other party. On termination of this contract, all accounts and payments will be processed according to the financial arrangements set forth herein for approved services rendered to date of termination.
13. **SALES TAX EXEMPTION:** The State of Utah's sales and use tax exemption number is E33399. The tangible personal property or services being purchased are being paid from State funds and used in the exercise of that entity's essential functions. If the items being purchased are construction materials, they will be converted into real property by employees of this government entity, unless otherwise stated in the contract.
14. **WARRANTY:** The contractor agrees to warrant and assume responsibility for all products (including hardware, firmware, and/or software products) that it licenses, contracts, or sells to the State of Utah under this contract for a period of one year, unless otherwise specified and mutually agreed upon elsewhere in this contract. The contractor (seller) acknowledges that all warranties granted to the buyer by the Uniform Commercial Code of the State of Utah apply to this contract. Product liability disclaimers and/or warranty disclaimers from the seller are not applicable to this contract unless otherwise specified and mutually agreed upon elsewhere in this contract. In general, the contractor warrants that: (1) the product will do what the salesperson said it would do, (2) the product will live up to all specific claims that the manufacturer makes in their advertisements, (3) the product will be suitable for the ordinary purposes for which such product is used, (4) the product will be suitable for any special purposes that the State has relied on the contractor's skill or judgement to consider when it advised the State about the product, (5) the product has been properly designed and manufactured, and (6) the product is free of significant defects or unusual problems about which the State has not been warned. Remedies available to the State include the following: The contractor will repair or replace (at no charge to the State) the product whose nonconformance is discovered and made known to the contractor in writing. If the repaired and/or replaced product proves to be inadequate, or fails of its essential purpose, the contractor will refund the full amount of any payments that have been made. Nothing in this warranty will be construed to limit any rights or remedies the State of Utah may otherwise have under this contract.

## ATTACHMENT B: SCOPE OF WORK

1.0 General Information. Contract shall provide outbound calling survey support to the Utah Department of Transportation for a maintenance customer satisfaction survey.

2.0 Technical Requirements. The contractor shall accomplish the following.

- 2.1 Annually Provide up to 2,500 completed surveys asking 20 questions to six (6) different regions within the state. The 2,500 surveys shall be distributed for each Region District based on a percent of the State total population.

REGION	Headquarters	Counties
<b>Region 1</b>	<b>Ogden</b>	<b>Box Elder, Davis (north), Weber, Morgan, Cache, Rich</b>
<b>Region 2</b>	<b>Salt Lake City</b>	<b>Tooele, Salt Lake, Summit, Davis (south)</b>
<b>Region 3</b>	<b>Orem</b>	<b>Juab, Utah, Wasatch, Duchesne, Uintah, Daggett</b>
<b>Region 4, Price District</b>	<b>Price</b>	<b>Carbon, Emery, Grand, San Juan</b>
<b>Region 4, Richfield District</b>	<b>Richfield</b>	<b>Sanpete, Sevier, Piute, Wayne, Garfield, Kane</b>
<b>Region 4, Cedar City District</b>	<b>Cedar City</b>	<b>Millard, Iron, Beaver, Washington</b>

- 2.2 Provide 6 total regional/district reports with 1 summary report. The report shall include respondent contact information.

- 2.3 Provide a final Report. The report shall be two bound copies and an electronic copy in Microsoft WORD 2000 version 9.0 or higher. The report shall be submitted within sixty days of survey completion.

Shall submit an electronic draft copy of the report to the project manager for review.

Reports shall contain statistical analyses of sample, applicable demographics, responses and data analysis, supported by appropriate tables, charts and graphs.

Content of the final report shall be approved in writing by project manager, prior to completion of the report.

3.0 Additional Work Requirements. Additional surveys shall require a contract addendum

#### 4.0 Progress Payment and Cost.

- 4.1 Initial set-up fee and name acquisition payment shall be paid upon signing of contract.
- 4.2 A one-time set-up fee and name acquisition payment to initiate this project.
- 4.3 Progress invoices will be submitted bi-weekly. Invoicing will be billed on the number of surveys completed within that period .

Set-up	1	\$1,500.00	\$ 1,500.00
Survey	2,500	\$ 6.78	\$16,950.00
Reports	7		\$ 600.00
Names	15,000	\$ .10	\$ 1,500.00

Total \$20,550.00 per year

## ATTACHMENT C: SPECIAL TERMS AND CONDITIONS

1.0 PAYMENT INFORMATION: The Contractor shall submit invoices to:

Lynn Bernhard, P.E Project Manager  
Central Maintenance  
Box 148250  
4501 South 2700 West,  
Salt Lake City, Utah 84114-8250.

The contract number shall appear on all invoices and correspondence,

Invoices must have a clear definition of what's been completed, surveys completed, set-up fees and any reports.

Upon approval of the invoice by the STATE Project Manager, the State will remit payment by mail.

2.0 ASSIGNMENT OF CONTRACT: The Contractor shall not sublet, assign or transfer any part of this contract without prior written approval from the Procurement Manager or Procurement Supervisor of the Utah Department of Transportation. The provision of monies due under this contract shall not be assignable without prior written approval of the Procurement Manager of the Utah Department of Transportation.

3.0 RESPONSIBILITY FOR WAGES: The Contractor is responsible for all applicable company wages in accordance with the federal, state and local laws and ordinances.

4.0 NON-PERFORMANCE: If, at any time, the individuals proposed fail to demonstrate the required expertise (as represented in the Contractor's proposal) or fail to meet acceptable standards of performance, the State reserves the right to require the Contractor to replace this individual with a competent individual. This replacement must be approved by the UDOT Project Manager. If the Contractor fails to accomplish project objectives or meet

schedule commitments established in meetings with the UDOT Project Manager, this contract may be canceled upon giving the Contractor 10 working day written notification to correct the problem and contractor failure to do so. If the State elects to terminate the contract for this reason, the State will supersede paragraph #12 in Attachment A - Standard Terms and Conditions, and will not provide 90 day prior notice to the Contractor.

5.0 NON- COMPLETE AGREEMENTS: The Contractor represents its officers and employees are free to contract with the State and are not subject to restrictions by the terms of their present or past employment including, but not limited to, an agreement not to compete for a period of time, unless disclosure has been made. A Contractor must disclose to the State

any possible conflicts, in writing, before the contract is signed, and the State will evaluate whether to continue with contract execution. The State may elect to terminate a contract immediately with a contractor who is subsequently determined to be subject to such restrictions, without liability to the State. If the State elects to terminate the contract for this reason, the State will supersede paragraph #12 in Attachment A- Standard Terms and Conditions, and will not provide 90 day prior notice to the Contractor.

- 6.0 PRICE GUARANTEES: The Contractor agrees that the prices bid on services in this contract shall be guaranteed through completion of the project.
- 7.0 FACILITIES AND MATERIALS: The Contractor and all personnel working under this contract shall not acquire, borrow, copy, or use in any manner software, documentation, or data on any State data processing facility for use other than as required to complete this contract without prior written approval by the UDOT Project Manager.
- 8.0 OWNERSHIP OF WORK PRODUCT: All services, information, computer elements, reports and other deliverables, which may be created and patented or copyrighted under any resulting contract, are the property of the State of Utah, and shall not be used or released by the Contractor or any other person, except with the prior written permission of the Utah Department of Transportation. If any material currently held, patented, or copyrighted by the Contractor would become a functioning part of the product delivered, the Department must be notified in advance.
- 9.0 TERMINATION FOR OTHER THAN NON-PERFORMANCE: If the State terminates for reasons other than non-performance, the Contractor is relieved of any performance responsibilities on the project, and the performance guarantee withheld will be released by the State.
- 10.0 CONFIDENTIAL INFORMATION: To the extent that the work under this contract requires the Contractor be given access to confidential or proprietary business, technical, or financial information belonging to the State of Utah, the Contractor shall, after receipt thereof, treat such information as confidential and agrees not to appropriate such information to its own use or disclose such information to their parties unless specifically authorized by the State in writing. The foregoing obligations, however, shall not apply If:
- A. Information which, at the time of receipt by the Contractor, is in public domain.
  - B. Information which is published after receipt by the Contractor or otherwise becomes part of the public domain through no fault of the Contractor.
  - C. Information which the Contractor can demonstrate as in its possession at the time of receipt and was not acquired directly or indirectly from the State.
  - D. Information which the Contractor can demonstrate was received from a third party who did not require the Contractor to hold such information in confidence.